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Montclair, Town of
and

FMBN, Local No. 50

FIREMEN'S MUTUAL BENEVOLENT ASSOCIATION CONTRACT - 1981

Essex County

X Term commences January 1, 1981 - December 31, 1981

PREAMBLE

This Agreement, effective as of the first day of January, 1981, by and between the Township of Montclair, situated in the County of Essex, State of New Jersey, hereafter referred to as the "Township" and Local No. 20, Firemen's Mutual Benevolent Association, hereafter referred to as the "FMBA" is designed to maintain and promote a harmonious relationship between the Township and such of its employees of the uniformed fire department who are within the provisions of this Agreement, through collective negotiations in order that more efficient and progressive public service may be rendered.

ARTICLE I

RECOGNITION

Section 1. The Employer hereby recognizes the FMBA as the exclusive majority representative of all the employees in the bargaining unit as defined in Article I, Section 2, hereof for the purposes of collective negotiations within the meaning of the New Jersey Employee-Employer Relations Act N.J.S. 34:13A-1.1 et. seq.

Section 2. The bargaining unit shall consist of all sworn, full-time employees or members of the Fire Department of the Town of Montclair, New Jersey, now employed or hereafter employed, except the Fire Chief.

Section 3. This Agreement shall be binding upon the parties hereto, and their successors.

ARTICLE II
ASSOCIATION SECURITY

Section 1. All employees covered by this Agreement who are members of the FMBA at the time this Agreement is ratified or who hereafter become members during the term of this Agreement must retain their membership in the FMBA for the duration of this Agreement, in accordance with the qualifications noted in this paragraph, by offering to pay regular monthly dues and initiation fees assessed against all members of the FMBA. Any member may resign from the FMBA effective January 1 or July 1, in accordance with the noted requirements of N.J.S.A.52:14-15.9E. In the event the member fails to notify the Township on January 1, or July 1, of any year to cease dues deductions, such deductions shall continue for six (6) month periods thereafter. Notice of withdrawal must be submitted by the employee to the FMBA in writing and a copy thereof furnished to the Township of Montclair.

Section 2. Subject to the provisions of N.J.S.A. 52:14-15.9e, upon written authorization by an employee covered by this Agreement, the Township agrees to deduct once each month from the salary of each employee the sum certified as FMBA dues and forward the sum certified as Union dues to the FMBA Treasurer and/or any other duly authorized officer.

Section 3. Employees who select not to become members of the Union pursuant to Section 1 of this Article, shall be considered nonmembers. Notwithstanding said employees' withdrawal from the Union, such non-members shall be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. The representation

fee in lieu of dues shall be an amount equivalent to Eighty-Five Percent (85%) of the regular membership dues, fees and assessments. Said payment shall be deducted from the salaries of nonmembers pursuant to Section 2 of this Article.

Section 4. Payment of the representation fee in lieu of dues shall be made to the Union during the term of this Agreement affecting such nonmember employees and during the period, if any, between successive Agreements so providing, on or after, but in no case sooner than the 30th day following the beginning of an employee's employment in the unit hereunder, and no sooner than the 10th day following reentry into the appropriate unit for employees who previously served in a position included in the unit hereunder but who continued in the employ of the Employer in an excluded position.

ARTICLE III

UNION BUSINESS LEAVE

Section 1. The Employer shall permit members of the FMBA Grievance Committee (not to exceed a total of three (3) to conduct the business of the Committee, which consists of conferring with employees and management on specific grievances in accordance with the grievance procedure set forth herein, during the duty hours of the members without loss of pay or compensatory time provided the conduct of said business shall not diminish the effectiveness of the Fire Department or require the recall of off-duty fireman to bring the Department to its proper effectiveness.

Section 2. The Employer shall permit members of the FMBA Negotiation Committee to attend collective bargaining meetings during the duty hours of the members. However, only four (4) members of such Committee shall be permitted to attend such meetings without loss of pay or compensatory time.

Section 3. The Employer agrees to grant the necessary time off without loss of pay or compensatory time to the members of the FMBA elected as delegates to attend any State Convention of the New Jersey Fireman's Benevolent Association in accordance

with past practice.

Section 4. The Employer shall grant time off without loss of pay to the President of the FMBA and the Legislative Delegate to the New Jersey State FMBA or alternate to conduct FMBA business and to attend State FMBA business functions which require their attendance. The Employer further agrees that the said officials shall be granted time off without loss of pay or compensatory time to attend, in an official capacity as representatives of the FMBA, funerals for Fire Fighters who have given their lives in the course of their duties as Fireman provided that such attendance does not diminish the effectiveness of the Department or require the recall of off-duty personnel, with privileges of using Fire car if possible.

Section 5. The Executive Board of the FMBA shall be granted time off from duty, provided it does not unduly interfere with the operation of the Department, and shall suffer no loss of regular pay or compensatory time for meetings of the Executive Board and the membership meetings of FMBA when such meetings take place at a time when such members are scheduled to be on duty.

ARTICLE IV

HOURS OF WORK

Section 1. It is agreed that the normal work week for unit employees and fire dispatchers shall be an average of forty-two (42) hours computed over the period of the full fiscal period. The hours of work shall begin at 8:00 a.m. and 6:00 p.m. and terminate at 6:00 p.m. and 8:00 a.m. respectively with the following schedule:

two (2) days of ten (10) hours each, followed by forty-eight (48) hours off, followed by two (2) nights of fourteen (14) hours each, followed by seventy-two (72) hours off, followed by two (2) days of ten (10) hours and so on.

In the event that the proposed 1974 Amendments to the Fair Labor Standards Act become operative, or in the event that other federal or state legislation mandating the payment of overtime for hours worked in excess of forty (40) in any one work week is enacted, it is expressly agreed by and between the FMBA and the Town that the FMBA shall waive any right to overtime payments for the two (2) hours normally worked in excess of forty (40) in any one work week.

Section 2. For all employees assigned to the Fire Prevention

Bureau, officer in charge of the Fire Alarm Bureau, and training officer, the normal work week shall be eight (8) hours per day, five (5) days a week, Monday through Friday, for a total of forty (40) hours, plus assigned duties, hours, and holidays, in accordance with present practice.

Section 3. Present work schedules and practices in connection therewith shall be maintained during the duration of this Agreement.

Section 4. The Deputy Chief or his designee in charge of each group shall establish a roster of the employees in his group on a seniority basis. Whenever extra-time work paid in money is required, it shall be rotated among employees on the roster. If an employee refuses an assignment to work extra-time, he shall be considered as having such extra-time assigned for the purpose of maintaining a proper order of rotation for future assignments, man for man, officer for officer.

ARTICLE V

BULLETIN BOARDS; FMBA VISITATION

Section 1. Subject to prior approval of the Director, which approval shall not be unreasonably withheld, the Town shall permit the FMBA through its President or his designee, reasonable use of Bulletin Boards in Fire House for the posting of notices concerning FMBA business and activities affecting the welfare of FMBA members, excluding political advertisements and notices.

Section 2. A Fireman, Bargaining Representative and/or Counsel for the FMBA or the FMBA's designee may enter the Fire Department at reasonable times during working hours for the purpose of investigating facts relating to employee grievances or other matters relating to the operation of this Agreement. An employee-grievant may be released from his duty in order to confer with such representative(s) of the FMBA, subject to the reasonable scheduling demands of the Employer.

ARTICLE VI

LEGAL ACTIONS AGAINST FIRE FIGHTERS

Section 1. Whenever any civil action is brought against any employee covered by this Agreement for any act or omission arising out of and in the course of his employment, the Town shall defray all costs of defending such action, and shall furnish counsel for the defense of such action, and the costs of appeal, if any, and shall pay any adverse judgment, save harmless, and protect such person from any financial loss resulting therefrom.

Section 2. When a plaintiff makes a claim for punitive damages, the town shall defend the action on behalf of the employee until after all discovery proceedings have been completed. Upon completion of discovery, the Town and the Union shall confer and if it appears that the employee did not act in a reckless or wanton manner outside the scope of his employment, or if it appears that such an issue is one over which reasonable men may differ, the Town shall continue to defend the action on behalf of the employee and the provisions of the preceding paragraph shall apply. If, however, it appears that the employee acted wantonly, recklessly and outside the scope of his employment, the Town shall not defend

the action, and shall advise the employee to retain separate counsel for the defense of the claim for punitive damages. The Town shall reimburse the employee for all attorneys' fees incurred, and costs. In the event the plaintiff is successful at trial in his claim against the employee for punitive damages and a judgment for punitive damages is returned against the employee, the Town and the employee shall have the right to appeal the judgment for punitive damages to the Appellate Division but, in the event the Town and the employee do not appeal said judgment, the Union shall have the right to submit the reasonableness of the verdict as to punitive damages to arbitration in accordance with the arbitration provisions of this Agreement. In the event the Arbitrator, after reviewing the entire matter, including the trial record, finds the verdict as to punitive damages to be justified, the employee shall pay said judgment. In the event the Arbitrator finds the verdict to be unjustified, the Town shall pay the judgment.

ARTICLE VII

ACCESS TO PERSONNEL FILES

Section 1. The Employer agrees to permit each employee full inspection and examination without restriction of his personnel file at least once during each calendar year upon reasonable advance request by the employee. The inspection shall take place in a private place provided by the Employer at reasonable hours during the date. The Employer may require that such inspection and examination take place in the presence of the Chief of Fire or his designee and the employee may, at his option, have third party present during such inspection. The Employee shall be permitted to copy all or part of statements, writing or information contained in his personnel file.

Section 2. Whenever a promotional examination or procedure is given in the department, the following procedures shall take place:

- (a) prior to giving an examination, the Employer shall inform the FMBA about the nature of the exam and the composition of the test;
- (b) The Employer shall give due consideration to the objections, comments and suggestions of the FMBA with regard to the testing procedure;

- (c) failure to comply with (a) and (b), above, shall render the examination null and void;
- (d) after the examination, every Fireman taking the exam shall have the right to see his own test score or rating and shall have the right to know how he did on each part of the exam or rating relative to the others who received the promotion.

ARTICLE VIII
DISCRIMINATION AND COERCION

Section 1. There shall be no discrimination, interference or coercion by the Employer or by any of its agents against the FMBA or against the employees represented by the FMBA because of membership or activity in the FMBA. There shall be no discrimination or coercion by the FMBA or any of their agents against any employees covered by this Agreement because of membership or non-membership in the FMBA. The Employer shall refrain from showing preferential treatment towards any particular employee. Nor shall the Employer discriminate in favor of, or assist, any other labor or Fire organization which in any way affects the FMBA's rights as certified representative for the period during which the FMBA remains the certified representative of the employees. Neither the Employer nor the FMBA shall discriminate against any employee because of race, creed, color, age or national origin. The Town will cooperate with the FMBA with respect to all reasonable requests concerning the FMBA's responsibilities as certified representative.

ARTICLE IX

MUTUAL AID

Section 1. Employees while rendering aid to another community are fully covered by workmen's compensation and liability insurance and pensions as provided by State Law.

Section 2. The Town shall not require employees covered by this contract to be located to other communities whose policemen or firemen are engaged in a job action. This will not preclude the use of personnel of the Town of Montclair to assist another community when so requested by another community. This provision is subject to and modified by the New Jersey Civil Defense Act and the rules and regulations promulgated thereunder. The Town shall not be required to violate any applicable statutes or court decisions.

ARTICLE X
EQUIPMENT AND UNIFORMS

Section 1. The Employer agrees to maintain a notable distinction between those uniforms worn by auxillary firemen and those uniforms worn by regular members of the force.

ARTICLE XI
SALARIES

Section 1. Salaries

All employees covered by this Agreement shall, effective January 1, 1981, receive the salaries which are set forth in Appendix "A" which is attached hereto and made a part hereof.

Section 2.

Wages, and all increments, bonuses or differentials thereto, shall be paid on alternate Mondays commencing 1980. Additionally, any monetary benefit such as overtime, or holiday pay, or any other benefit, the time for payment of which is not otherwise provided for in this Agreement shall be paid on the next regular pay day for the regular pay period during which the overtime or holiday was worked, or during which the benefit accrued.

Section 3. College Credits

(a) Firemen who have received a Bachelor's Degree by January 1, 1980, shall receive, in addition to regular annual wages, \$500.00 to be paid in the first pay period of June.

(b) Firemen who have received an Associate Degree in Fire Science prior to August 27, 1981 shall receive, in addition to regular, annual wages, \$300.00 to be paid in the first pay period of June. This provision (b) will not apply to any employee who receives a degree in Fire Science after August 27, 1981.

ARTICLE XII

LONGEVITY

All employees of the Fire Department covered by this Agreement shall be entitled to and be paid longevity pay, computed as follows, and longevity compensation shall be paid to each employee in addition to his base salary:

<u>Years Completed</u>	<u>Percentage of Base Salary</u>
Upon completion of five (5) years	2.0 percent (2.0%) of base salary
Upon completion of ten (10) years	4.0 percent (4.0%) of base salary
Upon completion of fifteen (15) years	6.0 percent (6.0%) of base salary
Upon completion of twenty (20) years	8.0 percent (8.0%) of base salary
Upon completion of twenty-five (25) years	10.0 percent (10.0%) of base salary

Continuous service with the Fire Department and/or with the Township as part of the Police and Firemen's Retirement System shall be the basis for computing longevity.

ARTICLE XIII

CLOTHING AND EQUIPMENT MAINTENANCE ALLOWANCE

Section 1. All employees of the department covered by this Agreement shall be entitled to an annual clothing allowance of Three Hundred and Eighty-Five Dollars (\$385.00), payable in two (2) equal installments, one (1) on May 1 and one (1) on November 1. Employees who retire from the department shall be entitled to a prorated clothing allowance to the date of retirement or to the date of commencement of terminal leave, whichever date is earlier. Employees who are honorably separated from the department shall be entitled to a pro rated clothing allowance to the date of such separation for the year in which such separation occurs.

Section 2. Any uniform damaged in the line of duty, which is not repairable will be replaced by the employer, provided that the Chief determines that such uniform is not repairable, and provided further that such uniform was not yet ready for replacement through normal wear and tear.

Any personal items, of any Fireman, damaged in the line of duty, shall be replaced or repaired, as the case may be, at the discretion of the Chief, by the Employer, without limitation as to the cost, except that there shall be a limitation of cost of \$50.00 for wrist watches and a limitation of cost of \$100.00 for eye glasses.

The employer agrees to pay for such replacement or repair within thirty (30) days from date of reported loss.

Section 3. In the event the Employer orders a change in the standard uniforms or equipment to be worn by some or all Firemen, the Employer shall issue such new item or items to all present Firemen such item or items shall become part of the standard issue to new Firemen.

ARTICLE XIV

HOLIDAYS

Section 1. Every employee covered by this agreement shall receive thirteen (13) paid holidays each calendar year in addition to wages. Six (6) of the foregoing thirteen (13) holidays shall be paid by separate check in cash on the first Monday of December at the employee's daily rate. The remaining seven (7) holidays shall be payable in time off and in lieu of cash payment. These days may be accumulated and carried over into the subsequent contract year in the event the Township refuses to grant said days when requested. The parties hereto shall make every effort to cooperate in order that those days will be scheduled during the course of the year. However, the employer shall not dispense any of these days of any accumulated time owed unless specifically asked by the employee.

Section 2. In the event the employer shall declare, grant or create paid holidays in excess of thirteen (13), such additional holiday or holidays shall be given to the officers in additional time off in lieu of cash payment.

Section 3. Holiday pay shall be included as base pay for the purpose of pension contributions for employees who have completed twenty-three (23) years of continuous service with the Township of Montclair.

ARTICLE XV

VACATIONS

(as contained in Schedule B attached hereto)

ARTICLE XVI

HEALTH INSURANCE

Section 1. The Employer agrees to provide, at no cost to the employee, full Blue Cross and Blue Shield coverage, including Rider "J" for all employees and their dependents as defined under the respective policies of insurance. The Employer also agrees to provide at no cost to the employee, major medical insurance to all employees and their dependents.

Section 2. Employer agrees to provide at no cost to the Employee, group life insurance coverage with death benefits of \$11,000. per man.

Section 3. Employer agrees to provide dental insurance in accordance with the proposal of Foundations Life Insurance Company attached hereto and made a part hereof. The cost of such coverage for each employee and his dependents shall be paid in full by the Employer.

Section 4. The Township shall provide short term disability insurance to Employees covered by this agreement provided by Life Insurance Company of North America which will provide disability benefits equal to 66 2/3 of a disabled employees' basic weekly earnings but not to exceed \$133.00 with an exclusion period of 7 days.

Section 5. The Employer shall present each presently employed Fireman with a Summary Plan Description explaining his insurance benefits, consistent with the requirements of the Employee Retirement Income Security Act, as detailed in Labor Department Regulations.

ARTICLE XVII
FIREMEN'S DUTIES

Section 1. Employees may be assigned to perform any duty related to fire fighting, fire prevention, rescue, salvage, care and maintenance of firefighting equipment apparatus, overhaul work, care, maintenance and housekeeping of fire houses. It is understood that this will not encompass major construction, plumbing, electrical, painting, carpentry, masonry or other such maintenance work and mechanical work normally performed by Repair Bureau employees or non-negotiating unit employees. However, unit employees may be required to perform minor repairs or maintenance work in the aforementioned categories on fire department equipment or structures, at the direction of the Chief.

Section 2. Firemen shall not normally perform duties usually performed by members of the police department.

ARTICLE XVIII
GRIEVANCE PROCEDURE

Section 1. A grievance is any complaint arising with respect to wages, hours of work or other conditions of employment. In order to provide for the expeditious and mutually satisfactory settlement of grievances, the procedures hereinafter set forth shall be followed.

Section 2. In the event that an employee wishes to enter a

grievance, it shall be presented to the authorized FMBA representative who shall then process the grievance in accordance with this Grievance Procedure.

Step 1. The president of the FMBA or his duly authorized and designated representative shall present the grievance in writing and discuss the grievance or grievances orally with the Fire Chief or the Town Manager. The Fire Chief shall answer the grievance in writing within five (5) days.

Step 2. If the grievance is not resolved at Step 1, the grievance may be presented in writing to the Town Manager within three work days of receipt of the Chief's written decision. The Town Manager shall meet with the FMBA's representative for the purpose of discussing the grievance within Seven (7) days of presentation of the written grievance. The Town Manager shall answer the grievance in writing within seven (7) days after meeting with the representatives of the FMBA.

Step 3. If the grievance has not been settled to the satisfaction of the parties at Step 2 of the Grievance Procedure or if no answer in writing by the Manager has been received by the FMBA within the time provided in Step 2, the Union may demand arbitration of the grievance in accordance with Article XX "ARBITRATION" herein-after set forth. Nothing herein is intended to deny an employee the

right to appeal as expressly granted under state, federal or other law.

ARTICLE XIX

SENIORITY

Section 1. Purpose

- a. "Seniority" shall mean a Fireman's length of continuous service with the Employer, including any service which must be credited under applicable state law. "Continuous service" shall not be broken by time lost due to authorized leave of absence or absence for a bona fide illness or injury certified by a physician not in excess of one (1) year. Such certification shall be subject to review by the fire department surgeon.
- ~~b. Employees hereunder shall be governed by seniority for purposes of lay-off and recall, scheduling of vacations and any other conditions of employment which by custom and usage in labor relations are so governed by seniority.~~

Section 2. Lay-Offs

- a. In the event of lay-off, seniority shall be as follows:

First: by rank, and
Second: by department.

b. When a lay-off occurs, the least senior Fireman in the classification affected shall be laid-off first. In the event such Fireman is more senior than one or more Firemen in a different classification, he shall be permitted to bump the least senior Fireman in such different classification.

c. So long as one or more Firemen are on a lay-off status, the Employer shall not:

- (1) hire any other Firemen on either a temporary or permanent basis, or
- (2) direct any other employees outside of the recognized bargaining unit to perform bargaining unit work except in the case of emergency other than an emergency created by the Employer laying off Firemen. For purposes of this Section, "Emergency" means a sudden, urgent, unforeseen occurrence or occasion requiring immediate action, such as in the case of a fire or serious car accident.

Section 3. Recall

- a. Firemen on lay-off status shall be recalled in the inverse order of lay-off.
- b. In the event of recall, the Employer shall serve written notice, by registered mail, return receipt requested (addressee only), upon the FMBA and the Fireman affected, directing such Fireman to report back to work within five (5) work days after receipt.

Section 4. Seniority shall be broken only under the following circumstances:

- a. Voluntary termination,
- b. Termination for justifiable cause, or
- c. Failure to report back to work within five (5) work days after receipt of notification of recall.

ARTICLE XX

ARBITRATION

Section 1. Any grievance or other matter in dispute involving the interpretation or application of the provisions of this agreement, not settled by the Grievance Procedure as herein provided, may be referred to an arbitrator as hereinafter provided.

Section 2. Either party may institute arbitration proceedings when the Grievance Procedure has been exhausted by written demand upon the other party specifying the nature of the unsettled grievance or other matter in dispute. The party demanding arbitration shall request the New Jersey Public Employment Relations Commission or the New Jersey State Board of Mediation to appoint an arbitrator to hear the arbitration in the manner set forth in Rules or Regulations of either such agency.

Section 3. The decision of the Arbitrator shall be in writing and shall include the reasons for such finding and conclusion.

Section 4. The decision of the Arbitrator shall be final and binding on the FMBA and the Employer.

Section 5. The costs of the services of the arbitrator shall be borne equally by the employer and the FMBA.

Section 6. Where an employee has exercised his right to appeal as expressly granted under state, federal or other law, there shall be no right to arbitration under the provisions of this article.

ARTICLE XXI

SICK LEAVE

Section 1.

a. All employees covered by this Agreement shall receive fifteen (15) days of sick leave each calendar year to be used for non-occupational injury or illness.

b. On December 31st of each year, any unused sick leave for the year shall be accumulated at the following rates:

First ten (10) years (including Probationary Year)	50%
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All other years of service after first ten (10)	100%
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In the first week of January of each new year, or as soon thereafter as practicable, the Employer shall provide each employee with a written statement of account as to the number of sick leave days used in the previous year and the balance of sick leave days accumulated to date. No accumulation shall be permitted by a Probationary employee who is not appointed a regular member of the Department.

c. Unused accumulated sick leave shall be paid to the Fireman or his estate, heirs or next-of-kin at time of the Fireman's separation of employment due to illness, disability, retirement or death. The total accumulation of unused sick leave shall not, in any event, exceed:

Firemen whose employment commenced prior to 1/1/63	225 days
Firemen whose employment commenced on or after 1/1/63	130 days

Section 2. Firemen who are injured or become ill due to job connected reasons, shall suffer no loss of pay nor shall sick leave be charged against them until such fireman begins to receive disability retirement or six months have passed from the date of the fireman's injury or illness, whichever is earlier.

Section 3. Bereavement leave will be treated as exclusive of his annual leave or sick leave.

ARTICLE XXII

ASSOCIATION RIGHTS

Section 1. All of the rights, privileges and benefits which the employees presently enjoy, shall be retained by the employees, except as those rights, privileges and benefits are specifically abridged and/or modified by this Agreement between the Town and employees.

Section 2. Savings Clause

It is understood that this Agreement shall be construed in harmony with the laws of the State of New Jersey. In the event that any provision of this Agreement shall at any time be declared invalid by Legislative Act or any court of competent jurisdiction, or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intent of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

ARTICLE XXIII

TERMS AND CONDITIONS OF THIS AGREEMENT

Section 1. The term of this Agreement shall commence January 1, 1981 and extend through the later of December 31, 1981 or the date on which a substitute Agreement is executed. Either party wishing to terminate, amend or modify such contract must so notify the other party in writing in accordance with the Rules and Regulations of the Public Employment Relations Commission.

Section 2. Interruption of Work

The FMBA agrees that so long as the Township shall abide by this Agreement, and by any decision by the Public Employment Regulations Commission as herein provided for, the FMBA and all uniformed fire personnel within the Department will not cause, sanction, or take part in any strike whatsoever, whether sit-down, sit-in, sympathetic, general, or any other kind. The foregoing shall not be deemed in derogation of, but in addition to any prohibition against strikes provided for by Public Law, or other Statute or provision of Law.

ARTICLE XXIV

MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is recognized and agreed that the Town possesses the sole right and responsibility to manage the Fire Department, to the control of its properties and the safety thereof and to operate its facilities, and for the maintenance of order and efficiency, and that all management rights repose in it except as some may be expressly qualified by the provisions of this Agreement. It is agreed that the Town may take whatever actions may be necessary to carry out the mission of the Department in situations of emergency.

ARTICLE XXV

OVERTIME

Section 1. In the event an employee is directed by a superior or reasonably required by circumstances to continue working after the completion of his regularly scheduled tour of duty, any such work shall constitute overtime work which shall be compensated for in compensatory time, at the rate of one and one-half hours for each overtime hour worked, with a minimum guarantee of one hour (1) compensatory. The first fifteen (15) minutes worked will not be compensable but will be compensable at time and a half if the employee works in excess of fifteen (15) minutes.

Section 2. Any fireman, who is required to or receives a request to return to work after completion of his regularly scheduled shift and before beginning his next regularly scheduled shift, shall be compensated for the first three (3) hours of such overtime work, even though they are not continuous, in compensatory time at the rate of one and one half (1-1/2) hours for each overtime hour worked. After a fireman has accumulated three (3) hours of such overtime he will be compensated in cash at the rate of one and one half (1-1/2) times his regularly hourly rate of pay.

Section 3. Any Fireman who is required or subpoenaed to appear before any Grant Jury, Juvenile Court or other court

or hearing at a time other than his regularly scheduled work shift, shall be compensated at the premium rate of one and one-half (1-1/2) times his regular hourly rate for all such hours.

Section 4. Any Fireman, who is required to appear at a Municipal Court, at a time other than his regularly scheduled work shift, shall be compensated at his regular hourly rate for all such hours, with a minimum guarantee of two (2) hours pay.

ARTICLE XXVI

BILL OF RIGHTS

Section 1. Employees covered by this Agreement hold a unique status as public officers in that the nature of their office and employment involves the exercise of a portion of the police powers of the municipality.

The wide ranging powers and duties given to the department and its members involve them in all manners of contacts and relationships with the public. Out of these contacts may come questions concerning the actions of the members of the department. These questions may require investigations by supervisor personnel. In an effort to ensure that these investigations are conducted in a manner which is conducive to good order and discipline, and once the investigation enters an accusatory stage or when written reports are required, the following rules are hereby adopted:

(a) The interrogation of an employee shall be at a reasonable hour, preferably when the member involved is on duty.

(b) The employee shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant. Sufficient information to reasonably apprise the employee of the allegations should be provided. If

it is known that the employee is being interrogated as a witness only, he should be so informed at the initial contact.

(c) The questioning shall be reasonable in length. He should be allowed to have a FMBA representative present if he so desires. Reasonable respites shall be allowed. Time shall be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary.

(d) The complete interrogation of the employee shall be recorded mechanically or by a Department stenographer. There will be no "OFF THE RECORD" questions. All recesses called during the questioning shall be recorded.

(e) The employee shall not be subject to any offensive language, nor shall he be threatened with transfer, dismissal or other disciplinary punishment. No promise of reward shall be made as an inducement to answering questions.

(f) If an employee is under arrest or is likely to be, that is, if he is a suspect or the target of a criminal investigation, he shall be given his rights pursuant to the current decisions of the United States Supreme Court.

(g) In all cases and in every stage of the proceedings the Department shall afford an opportunity for an employee, if

he so requests to consult with counsel and/or his FMBA representative(s) before being questioned concerning a violation of the Rules and Regulations during the interrogation of a member of the Department.

ARTICLE XXVII
DEATH IN FAMILY

Section 1. The Employer agrees that each employee covered by this Agreement shall be permitted bereavement leave with pay not to exceed five (5) calendar days beginning with the date of death of an employee's spouse, child, brother, sister, mother, father, stepmother stepfather, mother-in-law or father-in-law, grandparent of employee, or any person making his home with the employee's family to such degree as to cause him (her) to be considered or regarded as a member of the family. In the event of the death of an employee's relative of a more remote degree, viz: uncle, aunt, nephew, niece or cousin, a special leave of one day may be granted upon proper application to the Fire Chief.

Section 2. Bereavement leave will be treated as exclusive of his annual leave or sick leave.

ARTICLE XXVIII

OUTSIDE WORK

Whenever a request for coverage by Firemen is made by citizens or governmental agencies, and such work is deemed to be outside the normal fire department function and to be paid by the requesting party, then the following shall apply:

(a) a list for volunteers shall be first posted at the first change of shift from day to evening shift following receipt of the request;

(b) all Firemen who wish to perform such work must personally sign such sign-up list; and

(c) whenever reasonably possible, all Firemen wishing to perform this type of work shall be given an equal opportunity at obtaining it and in the event more than the necessary number of Firemen sign up, those excluded shall be given a preference for subsequent job offers.

None of the above shall apply in the event an emergency request is made.

(d) a private employer may request a Fireman/Firemen of the employers choice provided said Fireman/Firemen be available for the assignment and provided further that notice of said private employment is posted on the bulletin board.

ARTICLE XXIX

DISCHARGE OR SUSPENSION

Section 1. No employee shall be disciplined or discharged without just cause. An employee who has been disciplined or discharged may grieve such action in accordance with the provisions hereinafter set forth entitled "Grievance Procedure" and "Arbitration".

Section 2. The provisions hereof shall not apply to probationary employees.

SALARIES

SCHEDULE A

Regular Salaries

Fireman, Probationary		
1-9 months	•	\$ 13,000.
10-12 months	•	
Fireman, Regular		
First year	•	15,700.
Second year	•	16,800.
Third year	•	17,900.
Fourth year	•	19,000.
Lieutenant		
First year	•	19,950.
Second year	•	21,056.
Captain		
First year	•	22,109.
Second year	•	23,162.
Deputy Chief		
First year	•	24,320.
Second year	•	25,478.
Deputy Chief, Assistant to Chief		
First year	•	23,700.
Second year	•	24,525.

VACATIONS 1981

SCHEDULE B

<u>Years of Service</u>	<u>Days of Vacation Leave (Working Days)</u>
Less than 1	2 days every three (3) months up to a maximum of eight (8)
1	8
2	9
3	10
4	11
5	11
6	11
7	11
8	11
9	11
10	11
11	11
12	12
13	12
14	12
15	12
16	12
17	12
18	13
19	13
20	14
21	14
22	14
23	14
24	14
25	17

In addition to the above, the following ranks shall receive the following:

<u>Rank</u>	<u>Extra Working Days of Vacation Leave</u>
Lieutenant	1
Captain	2
Deputy Chief	3

Vacations are based on service time plus rank.